

#### Michigan Department of Natural Resources

# APPLICATION/PERMIT TO USE STATE LAND **EVENT USE**

This information is required under authority of Part 5 of Act 451 of 1994, as amended, MCL 324.501-511 and the Rules for the Regulation of State Lands, R299.921 – R299.932.

FOR DNR USE ONLY					
Issuing Location		Application/Pe	ermit N	umber	
Receipt Number(s)		Date Permit Issued		Date Permit Expires	
Application Fee	Total Other Fees		Perf Bond Amount		

PLEASE READ ALL ATTACHED APPLICATION INSTRUCTIONS AND REQUIREMENTS BEFORE COMPLETING. INITIAL APPLICATION FEE OF FIFTY DOLLARS

(\$50.00) MUST BE	SUBMITTED WITH APPLICA	TION. CHECKS OR	MONEY O	RDERS SHO	OULD BE MA	DE PAYABLE TO	"STATE OF	MICHIGAN."	
Name of Applicant/Organization				Name of Contact Person					
Address				Address					
City, State, ZIP				City, State, ZIP					
Telephone	FAX	Federal ID Numb	er	Telephone	Ti	Fax Number		e-mail address	
( )	( )	T odorar is riams	<i>5</i> .	( )		( )		o mail address	'
PROPOSED EVENT L	OCATION ON STATE LAND	(Name of Trail or De	partment F	acility or Lo	egal Property	/ Description, an	d Attach Ma	p):	
Have alternatives to	o use of state land been o	onsidered?	□No [	☐Yes #	Yes, explain:				
Duration -	☐1/2 Day or less	s □1 Day	□2-3 D	ays [	_4-7 Days	☐8+ Days	5		
Will Applicant charq	ge a fee/donation for parti	cipation?	□No [	Yes					
Will Event require u	ise of parking lot/campgro	ound/access site?	□No [	Yes If \	'es, explain	:			
Will structures or ed	quipment be placed on St	ate Land?	□No [	Yes If \	'es, explain	:			
Will sound amplifica	ation equipment be used?		□No [	Yes If \	es, explain	:			
Will food, beverage	s or other items be sold?		□No [	Yes If \	es, explain	:			
Will alcohol be serv	red or consumed?		□No [	Yes If \	'es, explain	:			
Will Event require u	ise of utilities?				'es, explain				
Will Event be compe						ngth of Route and	describe bel	ow: Length:	
TYPE OF EVENT:	☐ 4-Wheel Drive ☐ A <sup>-</sup>	TV □Bicyc		ating		ated (other)		Family	Field Trials
Fishing Derby	☐Hiking ☐M	otorcycle Skiing	g □Sr	nowmobile	Other (s	specify)			
Date(s) of Proposed	Use	Weeken	d Use	Time of Even	t (if applicable	e) No. of Participa	ants/Users	No. of Recreation	nal Units (Camping)
From:	To:	□Yes	□No						
DESCRIPTION OF PR	OPOSED TYPE OF EVENT (	Attach additional in	formation	as needec	to fully des	cribe event acti	vity.)		
	nsists of marking the loc .) A Safety Plan is norm								or a safe event
Name of Person in c		<b>,</b> - <b>,</b>		Telephone				an Attached	
				( )			∐Yes	□No	
	ists of listing the fire fighti								mation if
necessary.) A Fire Name of Person in c	Plan is required for moto	rized events. It ma		requirea to Telephone		es of proposea	Fire Plan		
riamo er r ereeri m e	nargo or rino rian			( )	rambor		Yes	□No	
Fire Equipment on h	and			Location of	Available Fi	re Equipment	- <del>-</del>	<del></del>	
APPLICANT CERT	IFICATION								
	rmation submitted herein, i								
the requirements co	ntained on all attachments	includina Liability.	Insurance a	and Perfori	nance Bond	lina reauirement:	s. I have en	closed an Apu	olication and

Review Fee. I understand that if I have submitted a fee that is not the correct amount, any additional fee must be paid prior to review of my application. I also understand that the appropriate fee (if any) for the use of the State Land will be submitted upon approval of this application. The fee must be paid at least five (5) days prior to use, or permissions will be considered void. Checks or money orders must be made payable to the "State of Michigan."

Applicant/Authorized Representative - Print or Type

Signature

APPLICANT: SUBMIT COMPLETED APPLICATION TO LOCAL DNR OFFICE WHERE PERMIT IS BEING SOUGHT. APPLICATION MUST BE SUBMITTED AT LEAST SIXTY (60) DAYS PRIOR TO PROPOSED USE.

Application / Permit Number	Date Received	Management Unit	SE ONLY	Address		
Compartment Number (if appli	cable)	Legal Description		County(ies)		
DOCUMENTS ATTACHED Proof of Insurance Maps	Performance	Bond [ Health Dept. Permit [	Safety Plan Written Permi	[ ssion for use of all f	Fire Plan Non-State lands (if any	/ will be used)
USE REVIEW AND APPR		s below and attach addi	itional sheet, if ne	cessary. Include l	Name, Title, Division.)	
FISHERIES	RECOMMEND APPROVAL	L RECOMMEND	DENIAL Authorized	Signature		
WILDLIFE	RECOMMEND APPROVAL	L RECOMMEND			Date	
Other, specify	RECOMMEND APPROVAL	L RECOMMEND	DENIAL Authorized	Signature	Date	
LAD UNIT MGR	APPROVED RECOMMEND APPROVAL	DENIED RECOMMEND			Date	
Other Resource District Manager, specify	RECOMMEND APPROVAL	L RECOMMEND			Date	
LAD DIST MGR	APPROVED RECOMMEND APPROVAL	DENIED RECOMMEND	DENIAL	Signatura	Date	
LAD LANSING	APPROVED	DENIED	Authorized		Date	
	LEVEL OF USE D	DETERMINATION (REFER I	O PROCEDURE 26.04-04	AND STAFF INSTRUCTION	)	Points
FACILITY IMPACT	□VERY LOW (1-2)	□Low (4)		∏HіGн (10)	□VERY HIGH (12)	
RESOURCE IMPACT	□VERY LOW (1-2)	□Low (4)	□Меріим (6)	□Нідн (10)	□VERY HIGH (12)	
USE LEVEL	□VERY LOW (2)	□Low (4)	☐MODERATE (6)	☐INTENSIVE (10)	☐EXCLUSIVE (12)	
NUMBER OF PARTICIPANTS	☐1-50 (2)	□51-100 (4)	□101-200 (6)	<u>201-300 (8)</u>	□301+ (10)	
DURATION	☐½ Day or less (2-	-4)	☐2-3 Days <b>(10)</b>	☐4-7 Days (12)	□8+ DAYS (14)	
					POINT TOTAL:	
Comments and Recomn Provide for additional Re			ry. Include Nam	ne, Title, Division.		
ADDITIONAL REQUI	IREMENTS: As co	ontained in the attac	hed Exhibit(s).			

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## **INSTRUCTIONS**

Hereinafter, the Michigan Department of Natural Resources shall be referred to as "Department", and the Permit Applicant shall be referred to as "Permittee."

- 1. <u>Application and Review Fee</u>: There will be a non-refundable Application and Review Fee for any application to use state land. The fee must be submitted at the time of application in the <u>minimum</u> amount specified in the Department fee schedule. The Department will then advise the Applicant if additional Review Fee is needed as provided in the Department fee schedule.
- 2. <u>Monitoring Fee</u>: In addition to the Application and Review Fee, there may be a Monitoring Fee required to cover the Department's costs of monitoring any approved use of state land.
- 3. **Use Fee:** There may be a fee associated for any approved use of State land.
- 4. **Proposed Use/Type of Use**: Applicant shall clearly and concisely state the proposed use of State-owned land by completing the *Application/Permit to Use State Land* (PR1138 or PR1138-1) and attach as supplemental information, as needed.

#### 5. **Proposed Use Information**:

- a. Provide date and time information as applicable to your proposed use.
- b. Identify the State lands, Trails or Department facility requested for the proposed use.
- c. Attach location map(s).
- d. Provide estimated number of participants/users.
- e. Provide estimated number of recreational units (motor homes, camping trailers, shelters or tents).
- f. "Recreational unit" means a tent or vehicular-type structure, designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle which is self-powered.
- g. Detail alternative locations which were considered for your proposed use and state why they are not usable.
- 6. **Environmental Assessment**: An environmental assessment may be needed to complete your application to provide necessary information for the Department to complete its review.
- 7. <u>Insurance</u>: Applicant shall furnish to the Department, **prior to issuance of written permission**, a policy of liability insurance which provides as follows:
  - a. Names of Insured, the Applicant, its officers, employees, and agents;
  - b. Coverage against all known and unknown hazards arising from the acts and omissions of the Applicant, its officers, employees, and agents;
  - c. Coverage for Applicant's contractually assumed obligation to indemnify and hold harmless the State of Michigan, its departments, officers, employees and agents;
  - d. A term of coverage for not less than the term of use;
  - e. Liability insurance coverage with respect to personal injury, death, and property damage in the limits described in the Guidelines for Liability Insurance Requirements for User Groups, attached, and
  - f. That the policy will not be cancelled, or its provisions modified or deleted, unless and until the insurer first sends thirty (30) days' written notice to the appropriate Land Administering Division, Michigan Department of Natural Resources, PO Box 30028, Lansing MI 48909.
- 8. **Performance Bond:** As a guarantee of faithful performance of the conditions of the written permission, the Applicant agrees to deliver, prior to issuance of written permission, a cash or surety bond. As soon as security for the performance of the terms of the written agreement or the settlement of claims incident thereto is no longer necessary, deposits in lieu of surety or cash bond will be, subject to the conditions set forth in the sentence immediately following, returned to the Applicant/Permittee.
- 9. <u>Camping Outside a Designated Campground</u>: If camping involves five or more sites (thirty-two or more individuals or five or more recreational units), a Temporary Campground Permit must be obtained from the local county health department. Copies of the Permit must be provided to the Department before use.
- 10. Permittee shall have a Permit copy available for inspection when operating on State-owned land.
- 11. Permission for use shall expire on the date indicated above, unless sooner terminated.
- 12. Payment in the amount specified above shall be made prior to use of land indicated above, or in installments as indicated above.
- 13. Permittee shall comply with all applicable (including but not limited to all environmental) laws, regulations and

codes and will obtain any necessary Permits in connection with its use of the Premises.

## **CONDITIONS AND REQUIREMENTS**

- 1. Permittee shall have a Permit copy available for inspection when operating on State-owned land.
- 2. Permission for use shall expire on the date indicated above, unless sooner terminated.
- 3. Payment in the amount specified above shall be made prior to use of land indicated above, or in installments as indicated above.
- 4. Permittee shall maintain the area under Permit in a clean and orderly condition.
- 5. The rights accruing under this Permit shall not be assigned or transferred without the written consent of the Department Representative.
- 6. Permittee shall not commit, cause, or allow to be committed, any waste of, or injury to, said premises or any part thereof, nor use the same except for the purpose indicated.
- 7. Temporary improvements necessary for the efficient utilization of the said premises may be made as indicated above.
- 8. Improvements made by the Permittee on said premises and not removed within 30 days after cancellation or expiration of this Permit, and when such removal shall be requested by the Department, AT THE DEPARTMENT'S OPTION, shall become attached and remain a part of the premises.
- 9. The Department reserves the right to:
  - a. dispose of any portion of the premises herein described during the term of this Permit. If possible, proper notice of sale or disposition will be given Permittee. However, failure to notify Permittee will not affect this right.
  - b. lease said premises for exploration and production of any or all minerals, including coal, gas, oil, sand, gravel, etc.
  - c. grant rights-of-way and easements of any kind and nature over and across said premises, and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.
- 10. LIABILITY. Permittee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands therefore thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this Permit.
- 11. INDEMNIFICATION. Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Permit; (2) the activities authorized by this Permit; and (3) the use or occupancy of the premises which are the subject of this Permit by the Permittee, its employees, contractors, or its authorized representatives.
- 12. Permittee and occupants are responsible for the payment of all utility bills including water, electricity, gas, etc.
- 13. Permittee agrees to comply with all requirements herein, and, if for any reason Permittee violates or neglects to fulfill such requirements, this permission for use shall terminate and Permittee shall forfeit all rights and payments made hereunder. Should Permittee remain in possession of said premises after cancellation or expiration of this Permit, said Permittee shall be considered as tenant or tenants holding over without permission and may be evicted from said premises.
- 14. Permittee shall comply with all applicable (including but not limited to all environmental) laws, regulations and codes and will obtain any necessary Permits in connection with its use of the Premises.
- 15. Permittee shall reimburse the Department for any repairs to the Premises resulting from damage.
- 16. Permittee shall report in writing to the Department Representative, all accidents that result in personal injury or property damage. Permittee shall make complete reports, in writing, to the Department Representative on forms provided by the Department Representative. Incidents resulting in serious injury, death or property damage estimated to exceed THREE Hundred and 00/100 (\$300.00) are to be reported to the Department Representative immediately by telephone or in person. A written report is to follow as described above.
- 17. The Department shall have the right at all reasonable times during the term of this Permit to enter the premises for the purposes of making any inspections, repairs, additions or alterations as may be deemed appropriate by the Department for the preservation of the Premises.

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### CONDITIONS AND REQUIREMENTS (CONT'D)

- 18. Permittee shall comply with the Elliot-Larsen Civil Rights Act, 1976 PA as amended, CML 37. 2101 et seq.; MSA 3.548 (101) et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended MCL 37.1101; MSA 3.500 (101) et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Permittee agrees to include in every subcontract entered into for the performance of this Permit, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Permit.
- 19. Permittee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980, PA 278, as amended, MCL 423.321 et seq., MSA 17.458 (21) et seq.
- 20. There shall not be any disturbance to survey corners and associated witness trees.
- 21. <u>Insurance</u>: Applicant shall furnish to the Department, **prior to issuance of written permission**, a policy of liability insurance which provides as follows:
  - a. Names of Insured, the Applicant, its officers, employees, and agents;
  - b. Coverage against all known and unknown hazards arising from the acts and omissions of the Applicant, its officers, employees, and agents;
  - c. Coverage for Applicant's contractually assumed obligation to indemnify and hold harmless the State of Michigan, its departments, officers, employees and agents;
  - d. A term of coverage for not less than the term of use;
  - e. Liability insurance coverage with respect to personal injury, death, and property damage in the limits described in the Guidelines for Liability Insurance Requirements for User Groups, attached, and
  - f. That the policy will not be cancelled, or its provisions modified or deleted, unless and until the insurer first sends thirty (30) days' written notice to the appropriate LAND ADMINISTERING DIVISION, MICHIGAN DEPARTMENT OF NATURAL RESOURCES, PO BOX 30028, LANSING MI 48909.
- 22. **Performance Bond:** As a guarantee of faithful performance of the conditions of the written permission, the Applicant agrees to deliver, prior to issuance of written permission, a cash or surety bond. As soon as security for the performance of the terms of the written agreement or the settlement of claims incident thereto is no longer necessary, deposits in lieu of surety or cash bond will, subject to the conditions set forth in the sentence immediately following, be returned to the Applicant/Permittee.
- 23. <u>Camping Outside Designated Campground</u>: If camping involves five or more sites (thirty-two or more individuals or five or more recreational units), a Temporary Campground Permit must be obtained from the local county health department. Copies of the Permit must be provided to the Department before use.
- 24. The Permittee shall be held liable for any damages caused by operations under this Permit which may arise to forest growth, fences, crops, buildings or other improvements on State-owned property. This shall be as determined by the Department Representative.
- 25. Cutting or removal of trees within the Permit area shall occur only if specifically authorized, in writing, by the Department Representative.
- 26. Permittee shall take all reasonable precautions to prevent and suppress forest fires.
- 27. **Additional Requirements:** Permittee shall review any additional site specific or use specific requirements (Exhibits) provided by the Department and ascertain agreement by Permittee's authorized representative's signature and date on each Exhibit. This permit shall not be effective until such agreement is made.
- 28. **Penalty Notice:** Non-compliance with terms of the written permission, if granted, will be basis for forfeiture of some or all of the performance bond, termination of the written permission, and denial of future use applications. Permissions issued under this policy do not exempt the Applicant/User from complying with existing statutes.

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PR1138 (Rev. 03/20/2006)



## GUIDELINES FOR INSURANCE REQUIREMENTS FOR USERS OF STATE LAND

The following list represents the broad spectrum of Use activities for which Land Administering Divisions (LAD) issue Use Permits, Leases, Concession Agreements, and other forms of written permission.

## STATE OF MICHIGAN SPONSORSHIP

If the use activity or event is sponsored by the LAD, its management unit or by the management unit's <u>Friend's Group</u>, liability insurance may be incurred under State of Michigan coverage. In order to be covered by the State of Michigan in the above situations, it is imperative that the unit manager be made aware of and authorize final approval of all use activities that take place. A separate Volunteer Agreement may also be required to cover the use.

### **ALL OTHER TYPES OF USE**

The guidelines listed below shall apply to Use activities or events sponsored or conducted by groups or individuals other than the State of Michigan. Some of the activities listed do not require a Use Permit, Lease, Concession Agreement or other written permission. If the unit manager or LAD determines that a Use Permit should be issued, insurance coverage may be required. The use activities and event types listed below have been categorized into "risk factor groups." The groupings have a dollar figure attached which represents the amount of liability insurance the Department requires for activities listed within that grouping.

### **DEFINITIONS:**

Aggregate: This represents the total monetary amount an insurance company would be obligated to pay

during the entire event, no matter how many individual accidents may occur.

Per Occurrence: This represents the amount of money an insurance company would be obligated to pay for each

accident that occurs during the entire event, no matter how many individual accidents may occur.

When an insurance policy is required, the policy must specifically state that the State of Michigan, its departments, boards, agencies, commissions, officers, and employees are included as additional insureds. Groups that have "standard" policies must obtain a specific amendment to the policy for the use activity or event. A copy of the Proof of Insurance must be in the possession of the Permittee, Lessee or Concessionaire before and during the activities outlined in the Use Permit, Lease or Concession.

The guidelines for liability insurance requirements are based on year 2000 pricing standards which will be adjusted periodically. These guidelines are intended to be used when issuing the standard Use Permit, Lease or Concession Agreement and are as follows. The risk category for the listed types of uses and others not listed may vary dependent on the size of the activity, the intensity of use and other factors. Also, not all listed activities are permissible uses on all Lands. If you are unable to determine the risk factor grouping for an unlisted activity, contact Office of Land and Facilities, Real Estate Services Section, 517-241-1240 or the LAD office for further guidance.

VERY LITTLE RISK  Use Permit MAY Not BE Required (opt at LAD discretion)	NO INSURANCE REQUIRED
Examples:	Examples:
Family Reunions/Company Picnics w/o attractions*	Wedding – no reception
Day Camps	Wedding Reception/Family Reunion without alcohol
Boy/Girl Scout picnics/banquets	(if park shelter or temporary shelter is NOT used)
Environmental Classes	Volunteer Groups, without power tools
VERY LITTLE RISK	NO INSURANCE REQUIRED
Use Permit Required**	MO INSURANCE REQUIRED

Use Permit Required**	NO INSURANCE REQUIRED	
Examples:	Examples:	
Canoe Races	Tree Planting	
Snowshoe Activities	Firewood Cutting	
	Sharecropping	

## GUIDELINES FOR LIABILITY INSURANCE REQUIREMENTS FOR USER GROUPS (CONT'D)

LOW RISK		\$250,000 AGGREGATE			
SIGNED USE PERMIT REQUIRED		(Total amount of coverage for the use activity or event)			
Typical limits for a \$250,000 aggregate:		(100.0000000000000000000000000000000000	<u> </u>		
✓ Each Occurrence \$250,000		Medical Payments \$10,000			
✓ Personal & Advertising Injury \$250,000		•			
Examples:	-	Examples:			
Family Reunions with a	attractions*	Commercial Photo Shoo	t		
Dog Shows		Bike-a-thon			
Corporate picnics with	attractions*	Police/Fire Department training			
MEDIUM RISK		\$500,000 PER OCCURRENC	<u>E</u>		
SIGNED USE PERMIT REG		(For each accident that may occur during the use activity or event)			
Typical limits for a \$500,000 ag					
✓ Each Occurrence \$500,000		✓ Products/Completed Operations Aggregate \$500,000			
✓ Personal & Advertising Inju	ıry \$250,000	✓ Medical Payments \$10,000			
Examples:		Examples:			
Water Sports-other tha		Sports Tournaments (volleyball, soccer)			
Ice Fishing Tournamer	nts	Outdoor Center Leases			
Kite Flying Events		Festivals – w/o Alcohol			
Snow Plowing		School Cross Country M	leets		
Fishing Tournaments		Field Trials			
HIGH RISK		\$1,000,000 AGGREGATE			
SIGNED USE PERMIT REG	UIRED	(Total amount of coverage for the use activity or event)			
Typical limits for a \$1,000,000 ag	ggregate:				
✓ Each Occurrence \$1,000,000.		✓ Products/Completed Operations	s Aggregate \$1,000,000		
✓ Personal & Advertising Injur	y \$500,000	✓ Medical Payments \$20,000			
Examples:		Examples:			
Horse Drawn Hay Rides	5	Bow Hunting Events			
Entertainment (beer) Te	ents	X-Country Ski Events			
Wedding Reception/Fa	amily Reunion with alcohol	Encampment/Reenactme	ent		
Water Ski Events	•	Horse Related Events			
Walk/Run races		Dog Sled Races			
VERY HIGH RISK		\$2,000,000 AGGREGATE			
SIGNED USE PERMIT REG	UIRED	(Total amount of coverage for the use activity or event)			
Typical limits for a \$2,000,000 ac	ggregate:				
✓ Each Occurrence \$1,000,00	00	✓ Products/Completed Operations Aggregate \$1,000,000			
✓ Personal & Advertising Injur	y \$1,000,000	✓ Medical Payments \$20,000			
Examples:		Examples:			
Mountain Bike Races		Tip-Up Town Activities	Seismic Survey Permits		
ORV Events		Balloon Festivals			
EXTREMELY HIGH RISK		\$5,000,000 AGGREGATE			
SIGNED USE PERMIT REQUIRED		(Total amount of coverage for the	entire event)		
Typical limits for a \$5,000,000 a					
✓ Each Occurrence \$1,000,000		✓ Products/Completed Operation	s Aggregate \$1,000,000		
✓ Personal & Advertising Injury \$100,000,000		✓ Medical Payments \$20,000			
Examples:		Examples:			
Hydroplane Races	Hang Glider Activities	Paragliding	Jet Ski Races		
Diving Events	Fireworks Displays	Hill Climb Events	Snowmobile Races		
Boat Races		Commercial Set-up of Te	emp Construction Equip		
		<u>-</u>			

<sup>\*</sup>Attractions may include moonwalks, pony rides, dunk tanks and mechanical rides, etc. \*\* Do not issue Shelter Permit **AND** Use Permit when park shelter or temporary shelter is used. Only one Permit is used in this situation, but the "hold harmless" clause MUST BE included on the Permit used.